

CONTRACT	
NO. <u>01-04-5-118592-0294</u>	
AMENDMENT NO. _____	
This number must appear on all invoices, correspondence, and documents pertaining to this contract.	

AG Contract No. KK940522AN
 JPA No. 93-143
 ECS File No. JPA 94-43
 TPD Contract No.
 Project No. P2294 07P - 09P
 Project: FY 94 Air Quality
 Demonstration Projects

**INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE DEPARTMENT OF TRANSPORTATION
 AND**

PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 18 APR 11, 1993,
 pursuant to Arizona Revised Statutes Section 11-952 through
 11-954 as amended, between the ARIZONA DEPARTMENT OF
 TRANSPORTATION, acting by and through it's Transportation
 Planning Division (the "State") and PIMA COUNTY, ARIZONA acting
 by and through it's BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
 Section 28-108 to enter into this agreement and has by
 resolution, a copy of which is attached hereto and made a part
 hereof, resolved to enter into this agreement and has delegated
 to the undersigned the authority to execute this agreement on
 behalf of the State.

2. The County is empowered by Arizona Revised Statutes
 Section 11-251 to enter into this agreement and has by
 resolution, a copy of which is attached hereto and made a part
 hereof, resolved to enter into this agreement and has
 authorized the undersigned to execute this agreement on behalf
 of the County.

3. The State and County have direct responsibilities with
 respect to Transit Planning and Operations in the metropolitan
 areas of the state, such as the geographical area comprised of
 Pima County. The State and the County desire to accomplish the
 FY94 Air Quality Demonstration Projects as defined in the
 project worksopes contained in Attachments A through D.

NO. <u>18521</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/18/94</u>
<u>Richard Alshonay</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE

1. The State will:

a. On a reimbursable basis, provide the County FY94 State funding up to \$63,341.00 for work performed in accordance with Attachments A through D which are attached hereto and made a part hereof.

b. Review and approve progress of the work and retain the option to approve any and all subcontracts.

2. The County will:

a. Perform work in accordance with Attachments A through D. Comply with all applicable State and local laws, including the State procurement code. Comply with the State's accounting and record keeping procedures. Cooperate with the State to accomplish the goals of Chapter 365, Laws of 1987.

b. Permit authorized State personnel to inspect and review work on the project at reasonable times and places. Provide the State statistics on pollution reduction using the formula in Attachment E.

c. Submit invoices to the State in accordance with Attachment B, supported by narrative reports. Acknowledge the State ADOT as the funding source in all promotional materials, newsletters and press releases.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until 30 September 1994, and may be cancelled at any time upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County
County Administrator
130 W. Congress Street 11th Floor
Tucson, AZ 85701

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By MGBL
Chairman
Board of Supervisors FEB 8 1994

By Harry A. Reed
HARRY A. REED, Director
Transportation Planning
Division

ATTEST

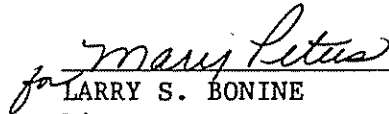
By Jane Williams
JANE WILLIAMS
Clerk of the Board

225
28sep

RESOLUTION

BE IT RESOLVED on this 28th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Pima County, Arizona for the purpose of defining responsibilities for the implementation and operation of various bus transit services.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

RESOLUTION NO. 1994 9

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR THE FUNDING, AND DEFINES THE RESPONSIBILITIES OF THE PARTIES, FOR VARIOUS AIR QUALITY DEMONSTRATION PROJECTS WITHIN PIMA COUNTY (ADOT JPA No. 93-143).

(COUNTY WIDE)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into an Intergovernmental Agreement with ADOT for the purpose of acquiring funding, and defining responsibilities of the parties for various air quality demonstration projects within Pima County, and

WHEREAS, Pima County shall receive reimbursable funding in the amount of \$63,341.00 from ADOT for work to be performed by Pima County, and

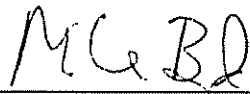
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

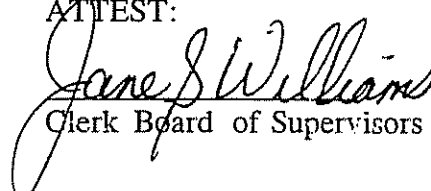
THAT Pima County enter into an Intergovernmental Agreement with ADOT (JPA No. 93-143) for the purpose of acquiring funding in the amount of \$63,341.00, and defining the responsibilities of the parties for various air quality demonstration projects within Pima County, and

THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 8th day of February 1994

PIMA COUNTY BOARD OF SUPERVISORS


Chairman FEB 8 1994

ATTEST:

Clerk Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney

APPROVAL

The foregoing Intergovernmental Agreement (JPA 93-143: Air Quality Transit Funding Grant) by and between Arizona Department of Transportation, and Pima County, has been reviewed this 6th day of November, 1993, and is hereby approved as to content.



John M. Bernal

Director

Pima County Department of Transportation
and Flood Control District

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and PIMA COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 8th day of December, 1993.

Chintez Ant.

Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT

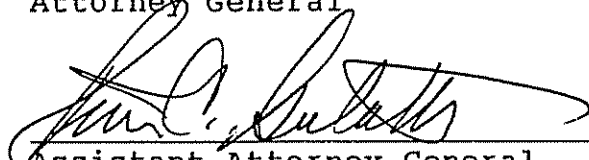
DETERMINATION

A.G. Contract No. KR94-0522-TRN, is an agreement between public agencies and has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12 day of April, 1994.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section